

**United States District Court
Western District of Louisiana
Lake Charles Division**

Hole Opener Corporation

Civil Action No: 2:16-cv-593

Versus

Judge _____

Magistrate Judge _____

Linder Oil Company, A Partnership

**Complaint for Recognition and Enforcement of Privilege
Pursuant to 43 U.S.C. § 1333 and La R.S. 9:4861, Et Seq. and
Complaint on Open Account Pursuant to La. R.S. 9:2781**

Plaintiff, Hole Opener Corporation (“HOC”), a Louisiana corporation whose domicile is 103 Southpark, Lafayette, LA 70508, respectfully avers:

1.

Made Defendant herein is Linder Oil Company, A Partnership (“LOCAP”), a Louisiana partnership, whose domicile is 106 Park Place, Suite 200, Covington, LA 70433.

2.

This court has subject matter jurisdiction pursuant to 43 U.S.C. § 1333, the Outer Continental Shelf Lands Act (“OCSLA”), and supplemental jurisdiction pursuant to 28 U.S.C. § 1367. Venue is proper under 28 U.S.C.A. § 1391(b)(2).

3.

HOC is in the business of providing tools, equipment, and services in connection with the exploration, production, and operation of oil and gas wells in and offshore the State of Louisiana.

4.

From July 30, 2015 through August 26, 2015, HOC provided tools, equipment, and services to LOCAP in connection with the exploration, production, and operation of an oil and/or gas well operated by LOCAP located on the Outer Continental Shelf off the coast of Cameron Parish, Louisiana, as shown by the records of the Bureau of Ocean Energy Management, and described as follows, to wit:

Well A-1 ST03

API Nos.: 177004063603, 177004063604, 177004063605, and 177004063606

Field: WC 168

Lease No.: OCS-G5283

Operators of Record: Linder Oil Company, A Partnership and Chevron USA Inc.

(hereinafter referred to as the "LOCAP Well").

5.

HOC's tools, equipment, and services to LOCAP were provided pursuant to that Master Service Agreement effective July 31, 2015 between HOC and LOCAP (the "MSA"), a copy of which is attached hereto and made a part hereof as Exhibit A.

6.

Article XIV of the MSA requires LOCAP to pay the undisputed amount of HOC's invoices within forty-five (45) calendar days of receipt of HOC's invoices, and invoices not paid within forty-five (45) calendar days of receipt are subject to a fee of one percent (1%) per calendar month based on the current outstanding balance.

7.

Pursuant to Article XIV of the MSA, HOC is entitled to recover reasonable attorneys' fees, court cost and all other expenses related to the filing of this suit to enforce HOC's rights against LOCAP.

8.

The tools, equipment, and services were provided to LOCAP on open account for the total sum of \$123,872.66, as set forth in HOC's Invoice Nos. 9425, 9444, and 9445, all of which are attached hereto and made a part hereof as Exhibit B *in globo*.

9.

More than forty-five (45) calendar days have passed since HOC invoiced LOCAP for the aforementioned tools, equipment, and services, and LOCAP failed to pay HOC.

10.

HOC made amicable demand on LOCAP for the amounts owing pursuant to Louisiana's Open Account Statute, La. R.S. 9:2781. See Exhibit C.

11.

As set forth in the Affidavit of Verification and Sworn Statement of Account, which is attached hereto as Exhibit D, LOCAP has not paid the outstanding amount it owes to HOC, despite amicable demand, and the principal amount of \$123,872.66 remains past due and owing.

12.

Because LOCAP has failed to pay HOC the amounts owed, HOC has been forced to retain counsel to collect the outstanding amount.

13.

Pursuant to La. R.S. 9:2781 and the terms of the MSA, LOCAP is liable for reasonable attorneys' fees, costs, and all other expenses incurred by HOC in the collection of the amounts owed and execution of any judgment rendered, in addition to interest of one percent (1%) per calendar month based on the current outstanding balance or, alternatively, judicial interest of the maximum legal rate from date of demand.

14.

HOC is entitled to judgment against LOCAP in the amount of \$123,872.66, together with interest of one percent (1%) per calendar month based on the current outstanding balance or, alternatively, judicial interest of the maximum legal rate from date of demand judicial, and reasonable attorneys' fees, costs, and all other expenses incurred by HOC in the collection of the amounts owed and execution of any judgment rendered.

15.

Because LOCAP has failed to pay HOC the amounts owed, HOC has been forced to retain counsel to preserve HOC's privilege and lien rights under the Louisiana Oil Well Lien Act, La. R.S. 9:4861, *et seq* as incorporated by OCSLA.

16.

HOC has a lien and privilege on all property subject thereto under the Louisiana Oil Well Lien Act, La. R.S. 9:4861, *et seq* as incorporated by OCSLA with regard to the LOCAP Well, which secures the payment of all sums owed as described herein, plus interest, the cost of preparing and filing the statement of privilege and Notice of *Lis Pendens*, and reasonable attorneys' fees.

17.

On February 22, 2016, HOC recorded a “Statement of Privilege and Notice of Lien on Oil/Gas Wells” at File #337950 in the mortgage records of Cameron Parish in order to preserve its privilege and lien rights under the Louisiana Oil Well Lien Act, La. R.S. 9:4861, *et seq* as incorporated by OCSLA. A copy of HOC’s “Statement of Privilege and Notice of Lien on Oil/Gas Wells” is attached hereto as Exhibit E *in globo*, and is incorporated herein by reference.

18.

HOC is entitled to judgment recognizing HOC’s lien and privilege on all property subject thereto under the Louisiana Oil Well Lien Act, La. R.S. 9:4861, *et seq* as incorporated by OCSLA with regard to the LOCAP Well, and after all due proceedings, HOC is entitled to issuance of the appropriate writ allowing HOC to execute on said lien and privilege.

WHEREFORE, Plaintiff, Hole Opener Corporation, prays that:

- i. Defendant, Linder Oil Company, A Partnership, be duly served and cited to appear and answer this petition;
- ii. There be judgment in favor of Plaintiff, Hole Opener Corporation, and against Defendant, Linder Oil Company, A Partnership, in the amount of \$123,872.66, together with interest of one percent (1%) per calendar month based on the current outstanding balance or, alternatively, judicial interest of the maximum legal rate from date of demand judicial, and reasonable attorneys’ fees, costs, and all other expenses incurred by HOC in the collection of the amounts owed and execution of any judgment rendered, pursuant to Louisiana’s Open

Account Statute, La. R.S. 9:2781 and the terms of that Master Service Agreement effective July 31, 2015 between Hole Opener Corporation and Linder Oil Company, A Partnership;

- iii. There be judgment in favor of Plaintiff, Hole Opener Corporation, recognizing and declaring a lien and privilege on all property subject thereto under the Louisiana Oil Well Lien Act, La. R.S. 9:4861, *et seq* as incorporated by OCSLA with regard to the LOCAP Well, securing the payment of all sums owed as described herein, plus interest, the cost of preparing and filing the "Statement of Privilege and Notice of Lien on Oil/Gas Wells" attached hereto as Exhibit E, as well as, the Notice of *Lis Pendens* required under La. R.S. 9:4865, and reasonable attorneys' fees;
- iv. After all due proceedings, the appropriate writ, order or judgment issue allowing Plaintiff, Hole Opener Corporation, to execute on its lien and privilege on all property subject thereto under the Louisiana Oil Well Lien Act, La. R.S. 9:4861, *et seq* as incorporated by OCSLA, for all sums Linder Oil Company, A Partnership owes Hole Opener Corporation hereunder;

AND FOR ALL OTHER JUST AND EQUITABLE RELIEF.

Respectfully submitted,

NEUNERPATE

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Attorneys for Hole Opener Corporation

Please issue summons for to the partners for Defendant, Linder Oil Company, A Partnership, pursuant to Fed. R. Civ. P. 4 and La. Code Civ. P. art. 1263:

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| (i) Linder Energy Company
c/o Roger D. Linder,
President and Registered Agent
106 Park Place, Suite 200
Covington, LA 70433 | (ii) Louisiana General Oil Company
c/o G. Miles Biggs, Jr.,
President and Registered Agent
106 Park Place, Suite 200
Covington, LA 70433 |
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